

# COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

Members of the Board

Hilda L. Solis Mark Ridley-Thomas Sheila Kuehl Don Knabe Michael D. Antonovich

Brian J. Stiger Director

"To Enrich Lives Through Effective and Caring Service"

November 15, 2016

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

20 November 15, 2016

LORI GLASGOW EXECUTIVE OFFICER

APPROVE A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH THE U.S.
DEPARTMENT OF LABOR AND APPROVE A NON-FINANCIAL PARTNERSHIP AGREEMENT
WITH THE CALIFORNIA LABOR COMMISSIONER'S OFFICE TO COORDINATE WAGE
ENFORCEMENT EFFORTS

(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)

#### **SUBJECT**

This is to request your Board approve and execute (1) a non-financial Memorandum of Understanding (MOU) with the U.S. Department of Labor (DOL), Wage and Hour Division, and (2) approve and execute a non-financial partnership agreement with the California Labor Commissioner's Office ("Labor Commissioner"). These agreements will improve the efficacy of minimum wage enforcement efforts throughout the County by facilitating data sharing, training, and cooperation between DCBA, DOL, and Labor Commissioner.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and instruct the Chair to sign the attached non-financial MOU (Attachment A) with the DOL to permit DCBA and DOL to share data, participate in joint training opportunities, coordinate investigations, and generally cooperate for purposes of enforcing minimum wage laws throughout the County.
- 2. Approve and instruct the Chair to sign the attached non-financial partnership agreement (Attachment B) with the Labor Commissioner to permit DCBA and the Labor Commissioner to share data, participate in joint training opportunities, coordinate investigations, and generally cooperate for purposes of enforcing minimum wage laws throughout the County.

The Honorable Board of Supervisors 11/15/2016 Page 2

- 3. Authorize the Director of DCBA to take all actions necessary and appropriate to implement the MOU and partnership agreement.
- 4. Authorize the Director of DCBA to extend the MOU and/or partnership agreement, in up to three year increments, on the same terms and upon approval as to form by County Counsel, with the requirement that DCBA report to your Board within 30 days of any such extension.
- 5. Delegate authority to the Director of DCBA to negotiate and execute non-financial amendments to the MOU and/or partnership agreement to increase or decrease service levels and make immaterial or clerical changes, upon approval as to form by County Counsel, with the requirement that DCBA report any material amendments to your Board within 30 days of execution.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommendation actions is enter into the proposed non-financial MOU and partnership agreement, which will allow DCBA, DOL, and Labor Commissioner to share data, crosstrain on new investigative methods, and cooperate on development of a mutually beneficial approach to minimum wage enforcement. Approval of the recommended actions will also authorize the Director of DCBA to implement the MOU and partnership agreement, to extend the MOU and/or partnership agreement for periods of up to three years, and to execute non-financial amendments where the Director of DCBA deems it necessary.

# **Implementation of Strategic Plan Goals**

Approval of the recommended actions supports the County of Los Angeles Strategic Plan goals as follows:

Goal No. 1: Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

Goal No. 2: Community Support and Responsiveness: Enrich lives of County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges.

The MOU and partnership agreement enables DCBA to efficiently provide high-quality services to County residents and improves customer service to those in need of wage enforcement assistance.

# **FISCAL IMPACT/FINANCING**

The proposed MOU and partnership agreement are both non-financial and have no fiscal impact.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 15, 2015, your Board adopted an ordinance ("Minimum Wage Ordinance") that requires employers pay employees no less than a minimum wage for work performed in the unincorporated areas of the County. The County's minimum wage took effect July 1, 2016 for larger

The Honorable Board of Supervisors 11/15/2016 Page 3

employers, and increases periodically from \$10.50 per hour until reaching \$15.00 per hour for all employees in 2021. The County minimum wage rate generally exceeds the minimum wage provided under federal and State law. The federal Fair Labor Standards Act provides for a federal minimum wage of \$7.25 per hour and the California Labor Code provides a State minimum wage of \$10.00 per hour (with periodic increases).

Your Board also adopted the Los Angeles County Wage Enforcement Ordinance ("Wage Enforcement Ordinance"), which designated DCBA as the County department responsible for administration and enforcement of the Los Angeles County Minimum Wage Ordinance. The Wage Enforcement Ordinance provides DCBA with enforcement authority to ensure employees performing work in the unincorporated areas of the County are paid no less than the amount specified in the County's Minimum Wage Ordinance. One purpose your Board articulated in the Wage Enforcement Ordinance is to "allow for partnerships between the County and other local, State, and federal agencies responsible for enforcement of wage and hour laws throughout the County to promote a fair employment environment for all employees and businesses." (County Code, Section 8.101.020 B (4).)

Additionally, on November 17, 2016, your Board instructed DCBA to collaborate with other jurisdictions to enforce local laws.

The Wage and Hour Division of the DOL is responsible for enforcement of the federal minimum wage and the Labor Commissioner is responsible for enforcement of the State minimum wage. The proposed MOU and partnership agreement achieves the Board's objective by permitting DCBA to partner with the DOL, and the Labor Commissioner to develop a collaborative enforcement program. If approved by your Board, DCBA will work in partnership with the DOL and Labor Commissioner to share information and coordinate enforcement efforts where such cooperation promotes effective and efficient enforcement of the County's minimum wage. The initial contract period of both the MOU and partnership agreement is 3 years.

It is also requested the Director of DCBA be delegated certain authority with respect to the MOU and partnership agreement, including authorization: (1) to take measures necessary to implement the MOU and partnership agreement; (2) to extend the MOU and/or partnership agreement for periods of up to three years, after approval as to form by County Counsel, with the requirement that any such extension be reported to your Board within 30 days of execution; and (3) to negotiate and execute non-financial amendments to the MOU and/or partnership agreement, after approval as to form by County Counsel

The non-financial MOU and partnership agreement have both been approved as to form by County Counsel.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Beginning on July 1, 2016, DCBA began enforcing the County's minimum wage ordinance in the unincorporated areas of the County. The proposed MOU and partnership agreement will have no negative impact on the services provided by the Department.

The proposed MOU and partnership agreement will ultimately reduce the burden on DCBA by enabling its wage enforcement program to allocate additional staff to its enforcement work. The proposed MOU and partnership agreement will increase the efficiency of the DCBA wage

The Honorable Board of Supervisors 11/15/2016 Page 4

enforcement program by allowing DCBA to pursue cases in tandem with DOL and Labor Commissioner in areas of shared jurisdiction.

The proposed MOU and partnership agreement will ultimately reduce the burden on DCBA by enabling its wage enforcement program to perform a greater volume of work. This MOU will also improve the quality of the County's wage enforcement program by increasing the scope and coverage of our enforcement efforts through utilization of DOL and Labor Commissioner resources and experience.

# **CONCLUSION**

Upon Board approval, it is requested that the Executive Officer – Clerk of the Board return six adopted copies of this letter and three stamped and signed copies of each of the approved agreements (attached) to the Department of Consumer and Business Affairs.

Respectfully submitted,

**BRIAN J. STIGER** 

Brian J. Sugar

Director

**BJS** 

**Enclosures** 

c: Chief Executive Officer
County Counsel
Executive Officer, Clerk of the Board

#### PARTNERSHIP AGREEMENT

#### **BETWEEN**

# THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION

#### **AND**

#### LOS ANGELES COUNTY

The United States Department of Labor, Wage and Hour Division (hereinafter referred to as "WHD" or "Department"), and Los Angeles County (hereinafter referred to as "Los Angeles County") (collectively referred to as "the agencies" or "the parties") recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the County of Los Angeles. The parties are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training materials, conducting joint investigations and sharing information as appropriate.

The WHD enforces Federal minimum wage, overtime pay, recordkeeping, and child labor requirements of the Fair Labor Standards Act. WHD also enforces the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, WHD administers and enforces the prevailing wage requirements of the Davis Bacon Act and the Service Contract Act and other statutes applicable to Federal contracts for construction and for the provision of goods and services.

The Los Angeles County is responsible for administering and enforcing a wide range of laws, including the Los Angeles County Minimum Wage Ordinance and the Minimum Wage Enforcement Ordinance; Los Angeles County Code of Ordinances 8.100 and 8.101.

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting joint investigations and sharing information, the parties agree to enter into this partnership.

# The parties agree as follows:

# **Agency Responsibilities**

# I. Purpose

The purpose of the MOU is to maximize and improve the enforcement of the laws administered by DOL's WHD and by Los Angeles County. This agreement will also encourage enhanced law

enforcement and greater coordination between the agencies through information sharing, joint investigations, and training.

#### II. Provisions

# The parties to this MOU agree as follows:

#### A. Enforcement

- The agencies may conduct joint investigations as needed in the County of Los Angeles, if appropriate or if opportunity provides.
- The agencies will coordinate their respective enforcement activities and assist each other with enforcement, where appropriate and to the extent allowable under law.
- The agencies will make referrals of potential violations of each other's statutes, where appropriate.

#### **B.** Information

- The parties agree to exchange information about laws and regulations of common concern to the agencies, to the extent practicable.
- The parties will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The parties will exchange information (statistical data) about the incidence of violations in specific industries and geographic areas, if possible.

# C. Points of Contact (POCs)

- The agencies will designate a contact person responsible for coordinating the partnership activities.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

# **III.** Previous Agreements

• This agreement replaces and supersedes any previous Partnership Agreement MOU between the parties.

# IV. Effect of MOU Agreement

- This agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.
- By entering into this MOU agreement, the agencies do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this MOU agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
- This MOU agreement is not intended to be legally binding and does not confer any rights on any private person or other third party.
- Nothing in this MOU agreement will be interpreted as limiting, superseding, or
  otherwise affecting the agencies' normal operations or decisions in carrying out their
  statutory or regulatory duties, or duties under any Executive Order. This MOU
  agreement also does not limit or restrict the parties from participating in similar
  activities or arrangement with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, the Freedom of Information Act, the Federal Records Act, and any other applicable federal laws.
- This MOU agreement is an internal government agreement and is not intended to confer any rights against the United States, its agencies, or its officers upon any private person.
- This MOU agreement contains all the terms and conditions agreed upon between the agencies concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the agencies.

# V. Exchange of Information

To the extent permitted by law, the agencies understand that in order to effectuate the purposes and provisions of this MOU, it will be necessary, from time to time, to exchange information, some of which may be considered confidential. It is the policy of each of the parties to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with its own statutory obligations and enforcement efforts. It is the view of the parties that an exchange of information in which both agencies are proceeding with a common legal interest is to their mutual benefit. The agencies to this MOU agreement recognize the importance of being able to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or make a public disclosure.

In consideration of these concerns, and subject to any applicable laws and regulations regarding the handling of such information, the agencies agree as follows:

- The agencies agree to exchange information on laws and regulations of common concern and interest, to the extent practicable and allowable by law and policy.
- The parties will be available to discuss and provide information to one another on topics of mutual interest, overlapping jurisdiction, or certain areas of expertise, when able.
- Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552 or the California Public Records Act, Cal. Gov. Code §6250, et seq.
- When confidential information is exchanged it will not be released to the public, or to any third party, without the express permission of the agency providing that information, except as required by law. Upon receipt of a public disclosure request, the County of Los Angeles agrees to provide WHD with notice of the request and an opportunity pursue legal action to prevent the release of information.
- When confidential information is exchanged it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this agreement as described herein. The information shall not be duplicated or re-disclosed without the written authority of the agency providing the information (hereinafter the "donor agency"), or a court order, or as required by law, including the Freedom of Information Act.
- Confidential information means information that may be privileged or otherwise exempt from disclosure to the public or other unauthorized persons under federal statutes or laws. Confidential information may include: the identity of persons who have given information to the agencies in confidence or under circumstances in which confidentiality can be implied; any employee statements in enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and recommendations of federal or state employees, including (but not limited to) investigators and supervisors; any records that would otherwise not be subject to disclosure under law as non-final, intra- or inter-agency documents; information or records covered by the attorney-client privilege and the attorney work-product privilege; personal information protected by any relevant law or regulation; individually identifiable health information; and confidential business information and trade secrets.
- In the event that there is a public proceeding, such as a trial, in which certain records may be used or testimony of WHD's employees sought, WHD requires that Los Angeles County notify WHD.
- In the event that there is a public proceeding, such as a trial, in which certain records may be used or testimony of the County of Los Angeles' employees sought, the County of Los Angeles requires that WHD notify Los Angeles County.

- Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this MOU Agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the donor agency that such a request or subpoena has been received, so that the donor agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.
- Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party, nor shall any waiver of an applicable privilege or doctrine by the conduct of one party be construed to apply to the other party.
- The agencies will notify one another, through the agency POC identified in this MOU, upon commencement of litigation, a hearing, or other proceeding that may involve the release, through subpoena, introduction of written evidence, or testimony, of information exchanged under this agreement.
- For information security purposes, information (including paper-based documents and electronic information such as emails and CDs) exchanged pursuant to this MOU agreement remains the responsibility of the donor agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated POC when information is sent to or received from that agency, including information on the form of the transfer and the media type and quantity (when appropriate). An agency expecting to receive information will notify the donor agency if the information is not received as of the next business date following the agreed upon delivery date. Confidential data will be destroyed no later than thirty (30) days after its use and may be transmitted via secure FTP. Use includes the time period required for compliance with federal records retention periods. Confidential data will not be electronically mailed, unless encrypted using approved encryption standards.
- For information security purposes, after an agency receives information from the donor agency, the donor agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the agency that received it.
- However, in the event that the agency receiving the information experiences a
  security incident or disaster that results in the suspected or confirmed inadvertent
  disclosure of the data exchanged pursuant to this MOU Agreement, the agency
  experiencing the incident or disaster will send formal written notification to the donor
  agency's designated POC within 3 days after detection of the incident or disaster. The
  written notification will describe the security incident or disaster in detail including
  what data exchanged pursuant to this MOU Agreement may have been inadvertently
  disclosed.

- At the conclusion of an investigation and prosecution by either party, the receiving agency will return any and all confidential information to the donor agency, except as required by law, including the Records Retention Act.
- Liability of the U.S. Government is governed by the Federal Torts Claims Act.

# VI. Resolution of Disagreements

• Disputes arising under this MOU Agreement will be resolved informally by discussions between Agency POCs, or other officials designated by each agency.

# VII. Period of Agreement

• This MOU agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is effective as of the 15th day of Marcher, 2016.

United States Department of Labor Wage and Hour Division

Los Angeles County

Ruben Rosalez

Regional Administrator
Wage and Hour Division

U.S. Department of Labor

Chair, Board of Supervisors

APPROVED AS TO FORM: MARY C. WICKHAM

County Counsel

Mary C. Wickham

# PARTNERSHIP AGREEMENT BETWEEN

#### LOS ANGELES COUNTY

#### **AND**

#### THE CALIFORNIA LABOR COMMISSIONER'S OFFICE

This Agreement is made and entered into by and between LOS ANGELES COUNTY (hereinafter referred to as "LOS ANGELES COUNTY") and the California Labor Commissioner (hereinafter referred to as "Labor Commissioner"), together collectively referred to as "the agencies" or "the parties."

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting joint investigations and sharing information consistent with applicable law, the parties agree to enter into this partnership.

#### THEREFORE. IT IS MUTUALLY AGREED THAT:

#### **Purpose**

The agencies recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern in the State of California. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, to share training materials, to provide employers and employees with compliance assistance information, to conduct joint investigations and share information as appropriate towards the goal of protecting the wages, safety, and health of California's workforce.

#### **Agency Responsibilities**

Los Angeles County is responsible for administering and enforcing the County minimum wage. Nothing in this agreement limits the Los Angeles County's enforcement of these and other local laws conferred as the part of the Los Angeles County's police powers.

The California Labor Commissioner's Office is the California executive branch Division charged with enforcing provisions of the California Labor Code and Industrial Welfare Commission Orders to ensure a just day's pay in every workplace in the State and to promote economic justice through robust enforcement of labor laws. By combating wage theft, protecting workers from retaliation, and educating the public, the Labor Commissioner puts earned wages into workers' pockets and helps level the playing field for law-abiding employers.

Nothing in this agreement limits the Labor Commissioner's enforcement authority.

# **Contacts**

- The agencies will designate a contact person responsible for coordinating the partnership activities.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

#### **Enforcement**

Where appropriate and to the extent allowable under law,

- The agencies may conduct joint investigations periodically in the State of California, if opportunity provides.
- The agencies may coordinate their respective enforcement activities and assist each other with enforcement.
- The agencies may make referrals of potential violations of each other's statutes.

### **Effect of Agreement**

- This agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this
  agreement obligates the parties to expend appropriations or enter into any contract or other
  obligation.
- By entering into this partnership, the agencies do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions.
- This agreement contains all the terms and conditions agreed upon by the parties. Upon of this agreement, no other understandings regarding the subject matter of this agreement, oral or otherwise, shall be deemed to exist. This agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this agreement will be interpreted as limiting, superseding, or otherwise affecting
  the parties' normal operations. This agreement also does not limit or restrict the parties from
  participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the California Public Records Act, the California Information Practices Act and any other applicable federal and California state laws.

#### **Exchange of Information**

- It is the policy of the Labor Commissioner to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with the Labor Commissioner's own statutory obligations and enforcement efforts. It is the Labor Commissioner's view that an exchange of information in cases in which both entities are proceeding on basically the same matter is to our mutual benefit. There is a need for the Labor Commissioner to provide information to other law enforcement bodies without making a public disclosure.
- Exchange of such information pursuant to this agreement is not a public disclosure under the Public Records Act.

- Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. *See*, *e.g.*, 18 U.S.C. 1905 (Trade Secrets Act) and 5 U.S.C. 552a (Privacy Act of 1974). Examples of Confidential Information that may be shared under this agreement includes, but is not limited to: the identities or statements of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any information identifying specific individuals in statements from employees that were obtained under these conditions; internal opinions and recommendations of local or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney-work-product privilege; information that identifies or describes a specific individual; individually identifiable health information; and confidential business information and trade secrets.
- Confidential Unemployment Compensation (UC) information, as defined in 20 CFR 603 .2(b), means any unemployment compensation information, as defined in 20 CFR 603.20), required to be kept confidential under 20 CFR 603.4 or its successor law or regulation.
- When Confidential Information is exchanged it shall be accessed and used by the recipient party solely for the limited purposes of carrying out specific activities pursuant to this agreement as described herein, and in no event shall such information be disclosed by the recipient party without the written authority of the other party or a court order.
- In addition to the requirements above, Confidential Unemployment Compensation Information may be exchanged only subject to the confidentiality requirements of 20 CFR 603.4, the California Unemployment Insurance Code (e.g., Sections 322, 1094, and 1095) and related regulations, and any other applicable laws.
- In addition to the requirements above, Confidential Information shared under this agreement may be exchanged only subject to (a) the applicable provisions of California law, including but not limited to, the Information Practices Act (Civil Code Section 1798 et seq.), the Evidence Code (e.g., Sections 950 and 1040), the Labor Code (e.g., Sections 6209, 6314 and 6322), and the Unemployment Insurance Code (e.g., Sections 322, 1094, and 1095) and (b) the terms and conditions of any confidentiality agreements that may exist under which Confidential Information has been obtained by the Labor Commissioner.
- The exchange of Confidential Information and Confidential Unemployment Compensation Information under this agreement is purely voluntary, and no obligation to exchange such information is created by this agreement.
- The agencies agree that any documents and information obtained through investigatory subpoenas, interrogatories, and depositions under California Government Code sections 11181 et seq, must be kept confidential. In the event that there is a public proceeding such as a hearing or a trial, in which Confidential Information provided to the Labor Commissioner by the local agency or to the local agency by the Labor Commissioner, such confidential information may be used or testimony of agencies employees sought, the agencies require that they notify each other. In addition such information can be provided to the Attorney General, or other law enforcement agency that agrees to maintain the confidentiality of the documentation. If confidential information is provided to the Attorney General or other law enforcement agency, the disclosing agency must notify the agency that originally obtained the confidential information.

- Subject to the foregoing constraints:
- The agencies agree to exchange information on laws and regulations of common concern to the agencies, to the extent practicable.
- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The agencies will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.

#### **Outreach and Education**

- When appropriate and feasible, the agencies agree to coordinate, conduct joint outreach presentations, and prepare and distribute publications of common concern for the regulated community.
- The agencies agree to provide a hyperlink on each agency's website linking users directly to the outreach materials in areas of mutual jurisdiction and concern.
- The agencies agree to jointly disseminate outreach materials to the regulated community, when appropriate.
- All materials bearing the agencies name, logo, or seal must be approved in advance by the agency.

### **Resolution of Disagreements**

Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

# **Period of Agreement**

This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified or added to in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of cancellation. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is effective as of the 15th day of November , 2016.

Los Angeles County

California Labor Commissioner

Chair, Board of Supervisors

Julie Su, Labor Commissioner

APPROVED AS TO FORM:

Mary C. Wickham

County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> LORI GLASGOW Executive Officer

Clerk of the Board of Supervisors

mitheiman

NOV 1 5 2016